



NON-DRILLING OIL AND GAS LEASE

THIS LEASE, made this 16 day of DECEMBER, 2009, by and between **TIMOTHY J MARTIN and LINDA S MARTIN** (husband and wife) whose mailing address is **3112 LINCOLN WAY NW, MASSILLON, OHIO 44647** phone number [REDACTED] hereinafter called Lessor, and **M & M ROYALTY, INC., 5377 Lauby Road, NW, #202, North Canton, Ohio 44720**, hereinafter called Lessee, do agree:

1. Lessor, for consideration, grants Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's land, or any portion thereof, with other lands into a drilling unit(s) of no more than fifty (50) acres; and the right to lay and maintain pipelines to transport oil and gas from any source. This lease is for three (3) years and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in the Lessee's judgment from any such unit. This lease covers all of the Lessor's land in Section 43 of **CITY OF MASSILLON, STARK**, County, Ohio, containing **0.49** acres, more or less, and bounded substantially as follows:

And further known as parcel numbers: 0615777, LOT: OL 40

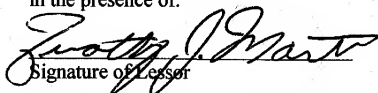
2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all oil and gas sold off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit. All payments due Lessor shall be deemed tendered when delivered or mailed to Lessor, or any one of them. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil. If after a well is drilled, there is no production from any such unit for six (6) continuous months, then thereafter, Lessor shall be paid Fifty Dollars (\$50.00) per year until such production occurs.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface equipment of any nature whatsoever on the leased premises, the within lease being granted for the purpose of permitting the Lessee to unitize the leased premises with other properties, which other properties shall bear all the burden of surface development. This lease shall be binding on all heirs, successors and assigns of the Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate notice of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless shall be treated as an entirety and all payments due shall be paid proportionately to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportionate share of any payment due. Lessee, may at any time surrender this lease in whole or in part and unless the released instrument expressly provides to the contrary, upon the surrender, termination or expiration of this lease, Lessee shall nonetheless maintain all rights to any then existing pipelines.

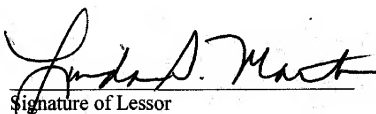
4. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens, existing, levied or assessed on or against said lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder. This lease contains all of the agreements of the parties and there shall be no implied covenants or verbal representations.

5. Lessee agrees to pay Lessor **Five hundred dollars (\$500.00)** fifteen (15) days prior to commencement of drilling.

Signed and acknowledged
in the presence of:


Signature of Lessor

TIMOTHY J MARTIN
Printed Name of Lessor


Signature of Lessor

LINDA S MARTIN
Printed Name of Lessor



ACKNOWLEDGEMENT

STATE OF OHIO, COUNTY OF STARK SS:

The foregoing instrument was acknowledged before me this 16 day of Dec, 2009 by
TIMOTHY J MARTIN AND LINDA S MARTIN for the uses and purposes herein mentioned.

My Commission Expires: 8/15/11

Jason Dunham
Notary Public



Jason Dunham
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 08/15/11

CORPORATE ACKNOWLEDGEMENT

STATE OF OHIO, COUNTY OF _____ SS:

BEFORE ME a Notary public in and for said county and state personally appeared _____, the

_____, of _____ who
acknowledged to me that _____ did execute the foregoing instrument for and on behalf of said corporation,
pursuant to authority so to do fully conferred on _____ by the Board of Directors of said corporation, and that
the same is the free act and deed of said corporation and of himself as such officer, for the uses and purposes therein
set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at
_____, Ohio, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

CAMPBELL OIL #1D

This instrument prepared by: M & M Royalty, Ltd., 5377 Lauby Rd., NW, #202, North Canton, OH 44720